

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE,
ex rel. ROBERT E. COOPER, JR.,
ATTORNEY GENERAL & REPORTER,

Plaintiff,

v.

OLUDARE SAMUEL OLOMOSHUA, a.k.a.
DR. OLUDARE SAMUEL OLOMOSHUA,
a.k.a. *SAM ADU*, a.k.a. *S. O. B. ADU*,
individually and collectively doing business as
WISDOMITE SPIRIPATHOLOGY
HEALING MISSION AND MUSIC
MINISTRY, INC., SPIRIPATHOLOGY
SCHOOL OF MEDICINE, WISDOMITE
HEALING MISSION and
www.spiripathologyhealing.com, and
WISDOMITE SPIRIPATHOLOGY
HEALING MISSION AND MUSIC
MINISTRY, INC., a domestic non-profit
corporation doing business as WISDOMITE
HEALING MISSION, SPIRIPATHOLOGY
SCHOOL OF MEDICINE, and
spiripathologyhealing.com,

Defendants.

No. 06C2912

Judge Barbara Haynes

JUDGMENT BY DEFAULT
JOINTLY AND SEVERALLY AGAINST BOTH DEFENDANTS
AND FINDINGS OF FACT AND CONCLUSIONS OF LAW

Following a motion of the Plaintiff, State of Tennessee ("State"), by and through the
Attorney General and Reporter, Robert E. Cooper, Jr. ("Attorney General") on behalf of the
Division of Consumer Affairs of the Department of Commerce and Insurance ("Division") and

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pursuant to Tenn. R. Civ. P. 55.05 and 38.05, it is hereby **ORDERED, ADJUDGED AND DECREED** that a Default Judgment be entered jointly and severally against both of the Defendants who have failed to answer or otherwise respond to the State's Complaint subject to the terms contained herein. This Judgment comes following a hearing on the Plaintiff's motion which occurred on _____, 2007 at 9:00 a.m. CDT at 1 Public Square, Nashville, Tennessee in the courtroom for the Third Circuit Court of the Twentieth Judicial District.

FINDINGS OF FACT

Upon review of the record, including the State's Default Judgment Motion and all attached Exhibits, the Court makes the following findings of fact:

1. The instant civil law enforcement proceeding was filed in this Court on November 6, 2006 alleging that the Defendants violated the Tennessee Medical Practice Act, Tenn. Code Ann. § 63-6-101 *et seq.*, by engaging in the practice of medicine without a license. The State further alleged that the Defendants violated the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq.* by engaging in unfair or deceptive acts or practices and misrepresentations in connection with the Defendants' advertisement, sale and administration of unsubstantiated health remedies that purport to cure *inter alia* HIV/AIDS and cancer.

2. On November 14, 2006, after a full hearing on the State's motion, this Court entered a temporary injunction prohibiting the Defendants from *inter alia* engaging in the practice of medicine without a license and making health related claims that have not been substantiated by two well-controlled double-blind studies. This Court also ordered the Defendants to turn over "patient" records to the State.

3. On December 5, 2006, after health claim statements that were prohibited by the temporary injunction order continued to remain on the Defendants' website and the Defendants

failed to turn over the “patient” records, this Court held the Defendants in civil contempt and ordered that they pay a civil penalty of \$38,000.00 and \$1,275.00 in attorneys’ fees associated with the State’s civil contempt motion.

4. Defendant Olomoshua and Defendant Wisdomite Spiripathology Healing Mission and Music Ministry, Inc. were served on November 6, 2006.

5. Neither Defendant Olomoshua nor Defendant Wisdomite Spiripathology Healing and Music Ministry, Inc. have filed an answer to the State’s Complaint or otherwise insisted upon a jury trial or any of the derivative rights of a jury trial afforded to them under either the Constitutions of the United States or the State of Tennessee. Pursuant to Tenn. R. Civ. P. 38.05, the Defendants have waived the right to a trial by jury by not asserting this right within fifteen days of the last pleading raising an issue of fact.

6. Defendants’ actions in this case are governed by the Tennessee Medical Practice Act, § 63-6-101 *et seq.*, and the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et. seq.*, which prohibits, among other things, the commission of unfair or deceptive acts and misrepresentations in trade or commerce. This Court has jurisdiction of the subject matter in this case and the parties pursuant to Tenn. Code Ann. § 47-18-108. Venue is proper in Davidson County pursuant to Tenn. Code Ann. § 47-18-108(a)(3) because it is the county where the conduct alleged in the complaint took place.

7. Defendants’ unfair and deceptive acts, including but not limited to, misrepresentations as to the substantiation of their health claims have caused ascertainable losses to consumers in Tennessee and elsewhere.

8. Defendant Olomoshua has offered purported treatments and cures to consumers for diseases such as HIV/AIDS and cancer without graduating from an accredited medical school

and without a medical license to do so.

9. The Defendants have withheld important information from consumers that has caused or has the potential to cause substantial economic and physical injury to consumers. Important information withheld from consumers includes the lack of any scientific substantiation for any of their remedies, the fact that Mr. Olomoshua is not a medical doctor, Ph.D. holder, HIV/AIDS and cancer specialist, and that the Defendants' money back guarantee did not apply to those who relied on scientific proof. The specific representations and locations of these statements are catalogued in Exhibit C to the State's Default Judgment Motion.

10. The Defendants have caused confusion as to the source and approval of their remedies by implicitly and explicitly representing that the goods and services the Defendants sell are produced by a doctor, physician, practitioner, a M.D., a Ph.D., a HIV/AIDS specialist, or a cancer specialist.

11. The Defendants have falsely represented that Defendant Olomoshua is a M.D., PhD, a HIV/AIDS and cancer specialist, a physician, practitioner, and professional. The specific representations and locations of these statements are catalogued in Exhibit C to the State's Default Judgment Motion.

12. The Defendants have offered for sale purported cures to a whole host of diseases or illnesses without any substantiation, much less two double-blind controlled studies, including:

HIV/AIDS, heart attacks, asthma, Parkinson's Disease, schizophrenia, hemorrhoids, fibroids, menstruation, diabetes, tuberculosis, yellow fever, malaria, adrenal cortical cancer, anal cancer, bile duct cancer, bladder cancer, bone cancer, bone metastasis, brain/cns tumors in adults, brain/cns tumors in children, breast cancer, cervical cancer, childhood non-Hodgkin's Lymphoma, colon and rectal cancer, endometrial cancer, Ewing's family of tumors, eye cancer, gallbladder cancer, gastrointestinal carcinoid tumor, gestational trophoblastic disease, Hodgkin's Disease, Kaposi's Sarcoma, kidney cancer, laryngeal and hypopharyngeal cancer, leukemia, liver cancer, lung cancer, melanoma tumor, male breast cancer,

malignant mesothelioma, metastasis cancer, multiple myeloma, myelodysplastic syndrome, nasal cavity and paranasal cancer, nasopharyngeal cancer, neuroblastoma, non-Hodgkin's Lymphoma, oral cavity and oropharyngeal cancer, osteosarcoma, ovarian cancer, pancreatic cancer, penile cancer, rhabdomyosarcoma, salivary gland cancer, skin cancer (melanoma), skin cancer - non-melanoma, stomach cancer, testicular cancer, thymus cancer, thyroid cancer, uterine sarcoma, vaginal cancer, Wilms' tumor, and pelvic cancer.

The complete list of these statements and their locations are catalogued in Exhibit C to the State's Motion for Default.

13. The Defendants have represented that they offer a money back guarantee when a material term of the guarantee, namely that the guarantee does not apply to those who rely on "scientific prove [sic]" is not clearly and conspicuously disclosed to consumers.

14. The Defendants have caused or had a tendency to cause consumers to believe what is false or have misled consumers as to matters of fact including that the Defendants' remedies are substantiated, that their money back guarantee does not contain any restrictions, that Mr. Olomoshua is a M.D., Ph.D, doctor, or specialist, and that Defendants' Spiripathology School is an accredited institution that can provide degrees including M.D.s and Ph.Ds. The complete list of these statements and their locations are catalogued in Exhibit C to the State's Motion for Default.

15. Defendant Olomoshua committed all of the conduct alleged in the State's complaint as part of and on behalf of the Wisdomite Spiripathology Healing Mission and Music Ministry, Inc. including the representations and statements made on the Defendants' web site www.spiripahtologyhealing.com which contains multiple references to the Defendant Wisdomite.

CONCLUSIONS OF LAW

16. Defendant Olomoshua has engaged in the practice of medicine without a license. The practice of medicine is defined in Tenn. Code Ann. § 63-6-204(a)(1) being committed by any person who “treats, or professes to diagnose, treat, operates on or prescribes for any physical ailment or any physical injury to or deformity of another.” Tenn. Code Ann. § 63-6-204(a)(2), (a)(3), (b), (c), (d), (e), (f), and (g) contain exemptions, but none of these apply to Defendant Olomoshua. By his own admission, Defendant Olomoshua offers treatments and cures for all terrible diseases, including HIV/AIDS and cancer. By his own admission, Defendant Olomoshua is not a medical doctor and has received no formal scientific training.

17. The Defendants have engaged in unfair acts and practices. Unfairness is not defined in the TCPA. Consistent with their obligation under Tenn. Code Ann. § 47-18-115, courts have looked to the FTC’s definition of unfairness for interpretative guidance. An unfair act or practice is one that “causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.” *Tucker v. Sierra Builders*, 180 S.W.3d, 109, 115 (2005). Consumer injury will be deemed substantial “if a relatively small harm is inflicted on a large number of consumers or if a greater harm is inflicted on a relatively small number of consumers.” *Tucker*, 180 S.W.3d at 116. A “substantial injury” must be more than trivial or speculative.” *Id.* “Consumers cannot reasonably avoid injury when a merchant’s sales practices unreasonably create or take advantage of an obstacle to the free exercise of consumer decision-making.” *Id.* “Practices that unreasonably interfere with consumer decision-making include (1) withholding important information from consumers, (2) overt coercion, or (3) exercising undue influence over a highly susceptible class of consumers. *Id.* The Complaint, Motion for

Temporary Injunction, Memorandum in Support of the State's Motion for Temporary Injunction and the State's Motion for Default Judgment provide ample evidence that the Defendants engaged in acts or practices that were likely to cause substantial economic and physical injury to consumers which were unavoidable because the Defendants withheld important information, including that none of their remedies had ever been substantiated, that Mr. Olomoshua was not a doctor, PhD or medical specialist, or that the Defendants' money back guarantee did not apply to those who relied on scientific proof. There are no commercial benefits to these material omissions. A complete list of the Defendants' unfair acts and practices can be found in Exhibit C to the State's Default Judgment Motion.

18. The Defendants have violated Tenn. Code Ann. § 47-18-104(b)(2). The Defendants have caused a likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services, by among other things, representing that the goods and services the Defendants sell are medicines that are produced or reviewed by a doctor or specialist when this was not true. A complete list of the Defendants' 104(b)(2) violations can be found in Exhibit C to the State's Default Judgment Motion.

19. The Defendants have violated Tenn. Code Ann. § 47-18-104(b)(3). The Defendants have caused a likelihood of confusion or misunderstanding as to the affiliation, connection, or association with, or certification by another by among other things representing that the Defendant Olomoshua has a medical license, is a doctor/physician, practitioner, professional, a M.D., a Ph.D. or a HIV/AIDS and cancer specialist when this was not true. A complete list of the Defendants' 104(b)(3) violations can be found in Exhibit C to the State's Default Judgment Motion.

20. The Defendants have violated Tenn. Code Ann. § 47-18-104(b)(5). The Defendants have represented that their treatments, cures, goods and services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that Defendants have sponsorship, approval, status, affiliation, or connection that the Defendants do not have by making claims about the efficacy of the Defendants' treatments and cures without adequate substantiation from two well-controlled scientific studies. A complete list of the Defendants' 104(b)(5) violations can be found in Exhibit C to the State's Default Judgment Motion.

21. The Defendants have violated Tenn. Code Ann. § 47-18-104(b)(12). Defendants have represented that a consumer transaction confers or involves rights that it does not have or involve by offering a money-back guarantee for their "cures" with an inconspicuously disclosed statement that the money-back guarantee does not apply to those who require "scientific prove [sic]." A complete list of the Defendants 104(b)(12) violations can be found in Exhibit C to the State's Default Judgment Motion.

22. The Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27). The TCPA contains no definition of deception. The Court of Appeals in interpreting the TCPA has, per Tenn. Code Ann. § 47-18-115, aligned the case law definition of TCPA to the FTC's. Deception is conduct that "causes or tends to cause a consumer to believe what is false, or that misleads or tends to mislead a consumer as to a matter of fact." *Tucker*, 180 S.W.3d at 116. The Defendants have caused or tended to cause consumers to believe what is false, namely that their remedies are substantiated, that their money back guarantee does not contain any restrictions, that Mr. Olomoshua is a M.D., Ph.D, doctor, or specialist, and that Defendants' Spiripathology School is an accredited institution that can provide degrees including MDs and PhDs. A complete list of

the Defendants 104(b)(27) violations can be found in Exhibit C to the State's Default Judgment Motion.

23. The Defendants are jointly and severally liable. The State has named both Mr. Olomoshua, individually, and the Wisdomite Spiripathology Healing Mission and Music Ministry, Inc. as Defendants to this lawsuit. Mr. Olomoshua made his representations as part of and on behalf of the Spiripathology Healing and Music Ministry, Inc. which is referenced multiple times on the Defendants' web site. The Supreme Court has stated:

[W]here two or more persons engage in a common enterprise, they are jointly liable for wrongful acts done in connection with that enterprise, at least where the enterprise is an unlawful one, in which case all are answerable for any injury done by any one of them, although the damage done was greater than was foreseen or the particular act was not contemplated or intended by them.

Huckeby v. Spangler, 521 S.W.2d 568, 574 (Tenn. 1975).

JUDGMENT

24. *Restitution* - The State has the authority to seek restitution on behalf of consumers for ascertainable losses pursuant to Tenn. Code Ann. § 47-18-108(b)(1). "Ascertainable loss" is defined in Tenn. Code Ann. § 47-18-2102(1) as "an identifiable deprivation, detriment or injury arising from . . . any unfair, misleading or deceptive act or practice even when the precise amount of the loss is not known. Whenever a violation of this part has occurred, an ascertainable loss shall be presumed to exist." Consumers have suffered ascertainable losses by purchases of Defendants' unsubstantiated treatments and purported cures, the exact extent of which is unknown.

25. *Restitution* - The State has not had the benefit of full discovery to receive a complete accounting of the amounts collected by the Defendants through their unlawful conduct, nor have the Defendants' produced "patient" records despite this Court's order. Based on the

above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that restitution, including prejudgment interest compounded at 10% per annum from the date of payment for the transaction, be awarded for each consumer who purchased one of the Defendants' unsubstantiated remedies including S.B. who paid \$400.00 for two HIV/AIDS remedies. See Attach. V. to State's Mot. for Temp. Inj. ¶5. Taking into consideration the need for a final judgment and the lack of consumer information available, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the window for restitution for a consumer to come forward with a statement and supporting documentation (i.e. a cancelled check, a bank statement, a receipt, an affidavit, etc.) that he or she purchased goods or services from the Defendants be extended until one year from the effective date of this Default Judgment. Prejudgment statutory interest is available under Tenn. Code Ann. § 47-14-123. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that S.B. be awarded a total of \$571.85 which includes his \$400 payment for two HIV/AIDS remedies and 10% interest compounded annually from December 31, 2003 (3.75 years).

26. *TCPA Civil Penalties* - Based on statements made on their web site which are catalogued in Exhibit C to the State's Default Judgment Motion, the Defendants have committed **1,408 violations** of the Tennessee Consumer Protection Act. Per Tenn. Code Ann. § 47-18-102, the TCPA is to be liberally construed. The Tennessee Consumer Protection Act, including its civil penalty provision, is classified as a "remedial legislation." Tenn. Code Ann. § 47-18-115.

27. *TCPA Civil Penalties* - Based on the similarity of Washington's civil penalty statute, Rev. Code of Washington 19.86.140, and Tenn. Code Ann. § 47-18-108(b)(3) which both contemplate civil penalties awards per violation, this Court adopts the holding of the Washington Supreme Court in *State v. Ralph Williams' N.W. Chrysler Plymouth, Inc.*, 87 Wash.

2d 298, 553 P.2d 423 (1976) which held that civil penalties should be assessed based on each respective violation.

28. *TCPA Civil Penalties* - There is an absence of state case law governing which factors can be considered in assessing a remedial civil penalty under the Tennessee Consumer Protection Act. This Court adopts the analysis used by a Massachusetts court which considered the Defendant's good faith and ability to pay, the injury to the public good and the desire to eliminate the benefits derived by the unfair and deceptive practice violations; and the need to vindicate the state's authority. *Commonwealth v. AmCan Enterprises*, 47 Mass. App. Ct. 330, 712 N.E.2d 1205 (1999).

29. *TCPA Civil Penalties* - The Defendants were not acting in good faith in making their representations. Documents produced by the State demonstrate that Defendants made these unsubstantiated representations knowingly and intentionally. In his "Special Note to the [Money Back Guarantee] Policy" Mr. Olomoshua inconspicuously states, "While Those Patients that interested only in Physical Scientific Prove [sic] of Cure to their Diseases after treatment [the money-back guarantee] dose [sic] not apply." The Defendants also explicitly held Mr. Olomoshua out as a *inter alia*, a medical doctor, a PhD holder, a Cancer and HIV/AIDS specialist when this was patently false.

30. *TCPA Civil Penalties* - Consistent with the remedial nature of civil penalties under the Tennessee Consumer Protection Act as evidenced in Tenn. Code Ann. § 47-18-115, we must factor in the Defendants' ability to pay. While the Defendants operated a web site with international appeal and an apparent office in the United Kingdom, the Defendants' ability to pay is not known as a result of the Defendants' lack of a defense to this suit and presumed flight from the State. The Defendants have not produced copies of patients records or any other evidence

about the Defendants' financial condition.

31. *TCPA Civil Penalties* - Under *AmCan*, we must consider the injury to the public good and whether the Defendants' benefits should be disgorged. The conduct has the potential to cause enormous injury to the public good. The Defendants represent that they can cure HIV/AIDS, cancer and all other terrible diseases without any substantiation for their cures or any formal training in medicine with potentially fatal results for consumers and others. In the case of the Defendants' HIV/AIDS cure claims (e.g. "going from positive to negative") the reason for the conduct's reprehensibility is self-evident. Aside from paying money for an unsubstantiated cure of dubious efficacy, consumer victims who rely on the Defendants' claims are likely to forego life-saving treatment and unknowingly infect others with the fatal disease. In the case of cancer and other "terrible diseases," the Defendants' unlawful claims will likely cause victims to forego treatment by a licensed medical doctor who has the ability to successfully treat, cure, or diminish a consumer victim's suffering from a disease. The Defendants even expressly state that once a person goes on spiripathy therapy they have to stop taking all medications.

32. *TCPA Civil Penalties* - While the exact number of consumer victims in this case not known because the Defendants, in violation of this Court's Order, did not turn over "patient" records, during Defendant Olomoshua's sworn testimony, he represented that the number of "patients" that he treated was "probably" closer to 800 or 900 as opposed to 10 or 12 (most of which occurred while he was living in Tennessee.) Particularly with the Defendants' HIV/AIDS cure claim, even one consumer's reliance on the Defendants' claim has the potential to cause enormous harm to the public good. The harm likely to result from the Defendants' conduct is the death or a substantial decrease in a consumer victim's quality of life or health. In the case of the Defendants' HIV/AIDS cure claims, the likely result from the Defendants' conduct is that a

consumer victim, through sexual contact or otherwise, could unknowingly infect another person with the HIV virus. Further, there is evidence that the Defendants' marketed their remedies towards financially vulnerable individuals. In the "Special Note to the [Money-Back Guarantee] Policy," Mr. Olomoshua states the following:

As you all know that we are non profit organization that gives perfect health to all man without charges or any cost. . . . That is Giving perfect cure to terrible diseases from Cancer to HIV/AIDS is not a thing be [sic] so limit [sic] or costly to make those who need them not to be able to get it.

The Defendants not only showed a reckless disregard for the health and safety of their "patients" and other persons, but furthered their deception by expressly and falsely holding out Mr. Olomoshua as an "M.D.," "Ph.D.," "doctor," "physician," "practitioner," and a "professional." The Defendants also repeatedly used terminology closely associated with the practice of medicine. The Defendants have claimed to "practice medicine," be "the best health provider," engage in "scientific research," "consult patients," be a "scientist," be an "HIV/AIDS and cancer specialist," and have "clinically tested" his methods. Elsewhere, Defendant Olomoshua referred to his method of providing "perfect cures" for terrible diseases as based on scientific fact. While again, the benefits the Defendants received through their unlawful scheme is not known, all benefits the Defendants received were the result of their unlawful scheme and included most of 800-900 individuals Defendant Olomoshua gave as a probable estimate to the number of "patients" he saw.

33. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the State be awarded civil penalties in the amount of **\$1,408,000.00** to be jointly and severally lodged against the Defendants. The Court notes that comparable awards have been given in other cases or settlements involving purported cures to cancer or HIV/AIDS. In *T-Up, Inc. v. Consumer*

Protection Division, the Maryland Court of Appeals upheld a civil penalty of \$3,700,000 against a company that purportedly sold HIV/AIDS cures. 801 A.2d 173 (Md. App. 2002). In *United States v. Bodywise Intern, Inc.*, the district court issued a civil penalty in the amount of \$2 million in an action brought by the FTC. No. 8:05cv00043, 2005 WL 280455, at *1 (C.D. Cal. Jan. 14, 2005). See also, *United States v. Lane Labs-USA, Inc.*, 427 F.3d 219 (3d Cir. 2005)(\$1 million consent degree with full restitution for purveyors of purported HIV/AIDS cure); *FTC v. Seasilver USA, Inc.*, 2004 WL 555726, at *4 (D.Nev. March 4, 2004)(\$120,000,000 monetary judgment against company to be held in abeyance and \$3 million individual judgment though not classified as civil penalty).

34. Pursuant to Tenn. Code Ann. § 63-1-121 and § 47-18-108(a)(1), IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the Defendants, Wisdomite Spiripathology Healing Mission and Music Ministry, Inc., a domestic non-profit corporation (“Wisdomite”), Oludare Samuel Olomoshua, aka Dr. Oludare Samuel Olomoshua, aka Sam Adu, aka SOB Adu (“Olomoshua”), Spiripathology School of Medicine, Wisdomite Healing Mission and www.spiripathologyhealing.com (collectively referred to as ‘Defendants’) and each of their officers, directors, partners, subsidiaries, affiliates, managers, parents, related entities, successors, agents, representatives, sales staff, employees, agents, successors and assigns, and other persons in active concert or participation with Defendants who receive actual notice of this Permanent Injunction Order are **permanently** enjoined from engaging, directly or indirectly, in any acts which are unlawful including the following:

- (A) Defendants shall be strictly prohibited from offering, directly or indirectly, any diagnosis, medical care, treatment or services for any diseases, conditions or illnesses from the State of Tennessee or to Tennessee consumers unless a licensed Tennessee medical doctor is providing the medical care, treatment and/or services.

- (B) Defendants shall fully comply with the Medical Practice Act, Tenn. Code Ann. §§ 63-6-101, *et seq.*
- (C) Defendants shall be strictly prohibited from, directly or indirectly, offering any medical cures or other treatments in or from the State of Tennessee unless and until those cures, or other treatments are substantiated by two well-controlled, double-blind, scientific studies written by doctors licensed in the United States and contained in a peer-reviewed medical journal. This shall include, but is not in any way limited to, a prohibition from promoting any of the following: HIV/AIDS syrup, Spiripathy Mystical Protection Soap, Spiripathy Jinx Removing Mystical Sprinkling Salt, Spiripathy Mystical Protection Anointing [sic] Perfume, Spiripathy Rose of Jerico [sic] Mystical Solution, Spiripathy anointed great Victory Incense, Spiripathy Anointed Oil, Spiripathy 909 500 ML, Anti Cancer Spiripathy DSR.2003 NY Bronx 500 ml, Spermaso "D" Syrup, Hemorrhoid medicine, Diuretic Syrup, Black Herman Fibroid Powder, St. Michael AA Syrup, Black Herman Caloria DB Syrup, Bacillus TB Syrup, Asthmatic Syrup, Gonocaptor Syrup, Hyperduretive Syrup, Samo-quine Syrup, Ordinary F.P. Methodology, Explosion 3000 soap, Explosion 3000 Syrup, Explosion 3000 Oil, Spiripathy Perfect Healing to Incurable Diseases Incense, DSR 2003 NY Bronx Anti Breast Cancer Super Set, Spiripathy Anit [sic] Asthma, Spiripathy DSR_2003 Anti Alzheimer's Disease Syrup, Spiripathy DSR 2003 Anti Multiple Scleroses, Spiripathy Therapy SRT (SG-400) For Cancer, Spiripathy DSR 2003 NY Bronze, Spiripathy DSR 2003 Anti Emphysema Syrup and DSR 2003 Peace Maker Anti HIV/AIDS.
- (D) Defendants shall be strictly prohibited from teaching others to engage in the practice of medicine without a license through its "medical school" or otherwise.
- (E) Defendants shall be strictly prohibited from representing that they have a money-back guarantee when the terms or conditions of the guarantee does not apply for those who seek scientific verification that they have been cured.
- (F) Defendants shall be strictly prohibited from promoting a guarantee without clearly and conspicuously disclosing the terms of the guarantee.
- (G) Defendants shall be affirmatively required to and shall remove all content from the website www.spiripathologyhealing.com concerning medical cures or treatments, shall not repost this content in this or another web address, or make new disease, condition or illness cure or treatment claims without the treatments or medical cures being substantiated by two well-controlled, double-blind scientific studies written by doctors licensed in the United States and contained in a peer-reviewed medical journal for use as a treatment or cure for the particular disease, condition or illness.
- (H) Defendants shall be prohibited from distributing and disseminating from the State

of Tennessee or to Tennessee consumers documents, excerpts, or passages from the documents or electronic books entitled, "Complete Profile of Dr. Oludare Sam Olomoshua Specialist on Cancer & HIV/AIDS Asking for Contract to Give Perfect Cure to HIV/AIDS Carrier From United States," "The Medical Nuisance," and "Perfect Healing to Cancer & HIV/AIDS, With the Modern Medicine of Our Time" that make unsubstantiated treatment, and medical cure claims. Further, Defendants are prohibited from disseminating from the State of Tennessee or to Tennessee consumers documents, excerpts, or passages from "The Golden Gate to Diamond House of Prosperity," and "Wave Brain Attack on Mankind, the Worst Catastrophe of Our Time and How to Cure It" that concern claims about cures or treatments for diseases, illnesses and conditions.

- (I) Defendants shall be prohibited from representing either directly or indirectly that Mr. Oludare Samuel Olomoshua is a physician or a medical doctor (M.D.) unless and until Mr. Oludare Samuel Olomoshua complies with Tenn. Code Ann. § 63-6-207 or 63-6-211 and has a medical license issued by the State of Tennessee.
- (J) Defendants shall be prohibited from representing either directly or indirectly that Mr. Oludare Samuel Olomoshua is a "HIV/AIDS specialist," "cancer specialist," or other medical specialist without receiving a license to practice medicine from the State of Tennessee and fully complying with the Board of Medical Examiners' regulation governing advertising, Tenn. Adm. R. & Regs. 0880-2-.13.
- (K) Defendants shall be prohibited from representing Mr. Oludare Samuel Olomoshua as a Doctor of Philosophy (Ph.D.) unless and until Mr. Olomoshua graduates from an accredited graduate school widely recognized in the field of chosen study and receives a Ph.D.
- (L) Defendants shall be strictly prohibited from representing or encouraging, directly or by implication, that consumers should forego traditional established medical treatments for any health condition, illness or disease, including, but not limited to, chemotherapy, surgery, radiation, vaccinations or transplants in favor of Spiripathy or other similar treatment, unless and until Mr. Olomoshua provides substantiation for the claims or comparison in two double-blind, scientific studies written by two doctors licensed in the United States in a peer reviewed medical journal
- (M) Without limiting the scope of any other injunctive provision herein, unless and until the individual Defendants are licensed medical doctors in the State of Tennessee and until they receive substantiation for their treatments by two well-controlled, double-blind scientific studies written by doctors licensed in the United States and contained in a peer-reviewed medical journal, Defendants shall be strictly prohibited from representing, directly and by implication, that:
 - (i) Defendants offer "100% PERFECT HEALING OF CANCER and

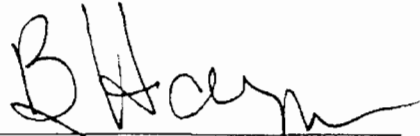
HIV/AIDS;”

- (ii) Defendants offer the perfect cure for Cancer and HIV/AIDS;
 - (iii) “IF IT EXISTS UNDER THE SUN, SPIRIPATHOLOGY MEDICINE HAS THE CURE,” (or term or phrase of similar import),
 - (iv) Defendants can cure or possess the cure for: (1)HIV/AIDS, (2)adrenal cortical cancer, (3) anal cancer, (4), bile duct cancer, (5) bladder cancer, (6) bone cancer, (7) brain tumors, (8) cervical cancer, (9) Anal Cancer, (10) Childhood non-Hodgkin’s Lymphoma, (11) colon cancer, (12) rectum cancer, (13) eudiometrical cancer, (14) eye cancer, (15) gallbladder cancer, (16) gastrointestinal cardioid tumor, (17) Hodgkin’s disease, (18) Kaposi’s sarcoma, (19) kidney cancer, (20) laryngeal and hypo pharyngeal cancer, (21) leukemia, (22) liver cancer, (23) lung cancer, (24) breast cancer (both female and male), (25) nasal cancer, (26) nasopharyngeal cancer, (27) neuroblastoma, (28) oral cavity cancer, (29) ovarian cancer, (30) pancreatic cancer, (31) prostate cancer, (32) rhabdomyosarcoma, (33)salivary gland cancer, (34) skin cancer, (35) stomach cancer, (36) testicular cancer, (37) thyroid cancer, (38) uterine sarcoma, (39) vaginal cancer, (40) Wilms’ tumor, (41) schizophrenia, (42) high blood pressure, (43) depression, (44) emphysema, (45) multiple sclerosis, (46) Parkinson’s disease, (47) Alzheimer’s disease,(48) diabetes, (49) yellow fever, (50) malaria, (51) asthma, (51) or any other disease, condition or illness.
 - (v) Defendants’ medicine gives perfect cure to HIV/AIDS from the man that discovered perfect cure to the three human Immunodeficiency Viruses Type 1, 2 and Type INz, when that is not true.
- (N) Defendants shall be strictly prohibited from directly or by implication, representing, that if one’s Will House is strong enough, someone can ward off viruses even with unprotected sex, (or term or phrase of similar import) without substantiation from two double-blind, scientific studies written by two doctors licensed in the United States in a peer reviewed medical journal
- (O) Defendants shall be prohibited from publishing, disseminating, posting, or otherwise distributing the photographs or other personally identifying information of another without that person’s express permission.
- (P) Defendants are prohibited from directly or by implication violating the Health Insurance Portability and Accountability Act (HIPAA).
- (Q) Defendants shall timely and fully comply and cooperate with the Attorney General’s Office when information is sought pursuant to state law, regulation or rule;
- (R) Defendants shall timely and fully provide information sought by the Attorney General under Tenn. Code Ann. § 47-18-106.

35. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that no costs be taxed against it as provided by Tenn. Code Ann. § 47-18-116.

36. *Attorneys' Fees and Costs* - Pursuant to Tenn. Code Ann. § 47-18-108(a)(1) and (b)(4), the State, in an action under the TCPA, may obtain costs and fees associated with enforcement. Based on the affidavits contained in Collective Exhibit B, **IT IS HEREBY ORDERED, ADJUGED, AND DECREED** that attorneys' fees and costs in the amount of **\$20,250.00** be awarded to the State and jointly and severally lodged against the Defendants. The above figure is based on an internal chart created by the Office of the Attorney General and is reasonable in light of the number of hours worked and investigative costs incurred.

ENTERED THIS THE ____ DAY OF _____ 2007 at _____.m.



JUDGE BARBARA HAYNES
THIRD CIRCUIT COURT
TWENTIETH JUDICIAL DISTRICT

SUBMITTED BY:

ROBERT E. COOPER, JR.
Attorney General & Reporter
B.P.R. No. 010934



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CERTIFICATE OF SERVICE

I hereby certify that on September 14th, 2007, a true and exact copy of the foregoing proposed

Default Judgment thereto were served via United States mail postage prepaid to:

Jeffre Scot Goldtrap, Esq.
Attorney for Defendant Wisdomite Spiripathology Healing and Music Mission, Inc.
176 Second Avenue North, Suite 500
Post Office Box 190599
Nashville, Tennessee 37219-0599

I do hereby certify that a copy of the foregoing proposed Default Judgment was sent via certified mail return receipt requested to:

Oludare Samuel Olomoshua
1050 44th Avenue North, Suite 2
Nashville, TN 37209

Oludare Samuel Olomoshua
1211 51st Avenue North, Suite 2
Nashville, TN 37209

and via International mail to:
Oludare Samuel Olomoshua
No. 1 Tex Olawale Crescent
Coconut Bus Stop
Apapa Osbodi Expressway
P.O. Box 1297
Oshodi, Lagos-State, Nigeria



BRANT HARRELL
Assistant Attorney General